### NOTIFICATION OF STATEWIDE CONTRACT

February 9, 2012

CONTRACT TITLE: Court Reporting

CURRENT CONTRACT PERIOD: May 1, 2011 through April 30, 2012

BUYER INFORMATION: Jeena Hunget

(573) 522-1620

jeena.hunget@oa.mo.gov

	Original Contract Period	Potential Final Expiration
RENEWAL INFORMATION	May 1, 2009 through April 30, 2010	April 30, 2012

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

### THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority should <u>not</u> be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at <a href="http://www.oa.mo.gov/purch">http://www.oa.mo.gov/purch</a>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C309103001	2039992940 2	Alpha Reporting Service, LLC 3230-G South National Springfield, MO 65807 Contact: Ginger L. Copeland Phone: 417-887-4110 Fax: 417-889-4246 Email: ginger@alphareportingservice.com	N/A	YES

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C309103002	4312499780 0	Concannon & Jaeger 7730 Carondelet Avenue-Suite 112 St. Louis, MO 63105-3325 Contact: Mark D Concannon Phone: 314-421-1000 Fax: 314-421-0465 Email: Mail@C-Jreporters.com	N/A	YES
C309103003	4313904490 0	Cross Reporting Service, Inc. 110 South Main Street Independence, MO 64050 Contact: James Leacock Phone: 816-252-8883 Fax: 816-252-7044 Email: crossreporting@sbcglobal.net	N/A	YES
C309103005	4320908360 0	JMA Court Reporting LLC 200 NE Missouri Rd., Suite 200 Lee's Summit, MO 64086 Contact: Joe A Fanning, Jr. Phone: 816-251-4525 Fax: 816-251-4599 Email: Joe.Fanning@jmareporting.com	N/A	YES
C309103006	4316999620 2	Midwest Litigation Services 711 N 11 <sup>th</sup> Street S. Louis, MO 63101 Contact: Mary Gaal Phone: 800-280-3376 Fax: 314-802-0000 Email: Mgaal@midwestlitigation.com	N/A	YES
C309103007	4317333290 0	Moriarty Reporting & Video LLC 777 Whispering Forest Drive Ballwin, MO 63021 Contact: Sandy Moriarty Phone: 636-230-8838 Fax: 636-230-8848 Email: samoriarty@aol.com	N/A	YES
C309103008	2638576740 1	Tiger Court Reporting (TCR) 3610 Buttonwood Drive, Suite 200 Columbia, MO 65201 Contact: Dave Mayer Phone: 573-886-8942 Fax: 573-886-8901 Email: tcr@tigercr.com	Yes	YES

### STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
05/01/11 – 04/30/12	02/09/12	Updated WBE certification status for contract C309103008 (Tiger Court Reporting).
05/01/11 – 04/30/12	12/22/11	Changed the Buyer Information on page one from Stacia Dawson to Jeena Hunget.
05/01/11 - 04/30/12	12/03/10	Renewed contracts.
05/01/10 – 04/30/11	12/01/10	Updated telephone number and fax number for Contract C309103001 (Alpha Reporting Service).
05/01/10 – 04/30/11	04/26/10	Contract C309103004 (Ace Language & Court Reporting) is cancelled effective April 26, 2010.
05/01/10 – 04/30/11	3/08/10	Updated contact information for Contract C309103004 (Ace Language & Court Reporting).
05/01/10 – 04/30/11	01/14/10	Renewed all contracts. Changed contact name, phone number and email address for Contract C309103008 (Tiger Court Reporting LLC).
05/01/09 – 04/30/10	11/20/09	Updated contact information for Contract C309103004 (Ace Language & Court Reporting).
05/01/09 – 04/30/10	05/04/09	Changed contractor for Contract C309103004 due to an Assignment of Contract. New contractor and vendor are: Ace Language & Court Reporting (vendor number 9004539960 0).
05/01/09 – 04/30/10	03/03/09	Initial issuance of new statewide contract.

#### 1. CONTRACTUAL REQUIREMENTS

### 1.1 General Requirements:

- 1.1.1 The contractor shall provide court reporting services for any state agency in accordance with the provisions and requirements stated herein.
  - a. For purposes of the contract, a state agency shall be defined as a division existing within a Department of Missouri State Government. The various sections, bureaus, offices, programs, boards, etc., that may exist within a division shall be considered all part of the same state agency.
  - b. For purposes of this document, court reporting services may include either stenotype or stenomask services.
- 1.1.2 The contractor shall provide court reporting services within the geographic area awarded, as stated in the Notice of Award issued by the Division of Purchasing and Materials Management. The geographic areas shall be as indicated below:

Geographic Area	Counties
Geographic Area 1	Clay, Platte, Jackson
Geographic Area 2	Audrain, Boone, Callaway, Camden, Cole, Cooper, Howard, Miller, Moniteau, Morgan
Geographic Area 3	Jefferson, St. Charles, St. Louis County, St. Louis City
Geographic Area 4	Christian, Greene, Stone, Taney,
Geographic Area 5	Barton, Barry, Jasper, Lawrence, Newton, McDonald
Geographic Area 6	Crawford, Dent, Iron, Phelps, Pulaski, Reynolds, Texas, Washington
Geographic Area 7	Bollinger, Cape Girardeau, Madison, Perry, St. Francois, Ste. Genevieve, Wayne

- 1.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- Cooperative Procurement Program If the contractor specified participation in the Cooperative Procurement 1.1.4 Program, the contractor shall provide court reporting services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with Services RSMo, which available Technical Act (67.360 is on http://www.moga.mo.gov/statutes/c000-099/0670000360.htm.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

#### 1.2 Specific Requirements:

- 1.2.1 When court reporting services are required, the state agency shall provide the contractor with as much prior notice of the hearing/deposition as possible. In the event of multiple contractors for a particular geographic area, the state agency shall utilize the services of the lowest priced contractor for the required services. In the event the lowest priced contractor is unable to provide the required services due to unavailability, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.
  - a. When a state agency requests the contractor's services, the state agency shall specify the requirements for the services needed, including, but not limited to:
    - 1) Required scheduling/time for the service,
    - 2) Location where service must be performed,
    - 3) Specific type of services needed,
    - 4) If specialized services such as technical, hearing impaired, etc., are needed,
    - 5) Type of court reporter(s) required,
    - 6) Number of court reporters needed, and
    - 7) If a court reporter with specialized expertise such as specialized medical terminology, etc. is needed.
  - b. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency and to provide a court reporter with the expertise required. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing and Materials Management may elect to cancel the contract.
  - c. In the event that none of the awarded contractors within the geographic area can provide the required services, the state agency may obtain the needed services from another source, including utilizing the services of a contracted court reporter from another geographic area.
- 1.2.2 The contractor shall provide any of the following types of court reporters as requested by the state agency.
  - a. Registered Professional Reporter (RPR)
  - b. Missouri Certified Court Reporter (CCR)
  - c. Missouri Certified Shorthand Reporter (CSR)
  - d. Certified Verbatim Reporter (CVR)
- 1.2.3 The contractor's court reporters must be professionally competent and qualified as court reporters.
  - a. The contractor should refuse to provide court reporting services if professionally competent and qualified court reporter(s) are not available according to the schedule required by the state agency. If not refused at the time the state agency notified the contractor of needed services, the contractor must notify the state agency at least twenty-four (24) hours prior to the scheduled court reporting service if professionally competent and qualified court reporters are no longer available.
  - b. In addition, the contractor shall understand and agree that the state agency shall have the right to reject a court reporter based on the state agency's prior experience with the court reporter. The state agency should provide the contractor with justification for such rejection. However, the decision by the state agency regarding use of such court reporter shall be final and without recourse.
- 1.2.4 The contractor shall provide the court reporter(s) anytime of the day, and any day of the week, as required by the state agency.
  - a. By no later than 24 hours prior to the requested service date, the contractor should confirm the date and time for requested services and notify the state agency of the court reporter assigned to provide the services.

- b. In the event a scheduled hearing/deposition is either canceled or rescheduled, the state agency shall attempt to notify the contractor at least one (1) working day prior to such cancellation/rescheduling.
- 1.2.5 The contractor and state agency shall mutually agree on the number of reporters that are required for a particular hearing deposition. In the event of conflict, the decision of the state agency shall be final and without recourse.
- 1.2.6 In the event a conflict and/or problem occurs with a court reporter provided by the contractor, the state agency should notify the contractor.

### 1.3 Transcript Requirements:

- 1.3.1 If a transcript is requested by the state agency, the contractor shall provide the original and/or copies of the transcript of the hearing/deposition. The contractor shall also provide additional copies of the transcript if requested by the state agency. The contractor shall understand and agree that all transcripts and copies thereof, in any form (e.g. paper, facsimile, electronic, magnetic, etc.), shall be deemed as the property of the State of Missouri.
- 1.3.2 At the conclusion of hearing/deposition, the contractor shall ask the state agency if a transcript is required and the number of copies needed of the transcript.
- 1.3.3 If transcripts are required by the state agency, the contractor shall provide transcripts in accordance with the following:
  - a. At the hearing/deposition, the state agency shall specify either the date or number of working days following the hearing/deposition by which the transcripts are required. The contractor must deliver the transcripts to the state agency by such date or within such time frame as specified by the state agency; however, delivery of the transcripts must be no later than ten (10) working days after the hearing/deposition.
    - 1) For purposes of this document, a working day shall be defined as any day the state agency is open and its employees are working. Generally, state agencies are open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding official state holidays. (Refer to <a href="http://www.mo.gov/mo/moholidays.htm">http://www.mo.gov/mo/moholidays.htm</a>.)
    - 2) The state agency shall record the date that the transcripts are requested and received.
  - b. The contractor must provide accurate and clearly legible transcripts. The transcripts shall be in accordance with Supreme Court Rule 81.18 as follows or as prescribed by law or by a specific court of law:
    - 1) Typewritten transcripts shall be legible, on paper of size 8-1/2 x 11 inches, securely bound on the left side and paged at the bottom. Typewritten transcripts shall be on bond paper weighing not less than nine pounds to the ream, shall be bound in volumes of not more than 400 pages each, shall be typed on one side of the paper, shall be double-spaced, and shall have a left-hand margin of not less than one inch. The type used shall be not less than ten pitch and ten characters to the inch in a fixed space type. If a proportionally spaced type is used, not less than a twelve point font shall be used. Small case characters shall be at least five points in height, capital case characters shall be at least 8 points in height, and none of the characters shall touch each other.
  - c. If parties not involved in the hearing/deposition request copies of the transcript, the contractor must obtain the written approval of the state agency prior to the release or sale of any transcripts or copies thereof. However, the contractor may release copies of the transcript to parties involved in the hearing/deposition without prior approval of the state agency.
    - 1) For parties not involved in the case, the state agency reserves the right to make the sole determination as to the release of any and all original transcripts and copies thereof subject to applicable statutes and customary business practice.

- 2) In the event that applicable statutes, procedures, rules, etc., conflict with customary business practice, such statutes, procedures, rules, etc. shall override customary business practice.
- 1.3.4 If transcripts are not requested by the state agency at the time of the hearing/deposition, the contractor shall store all transcript information including notes, records, and tapes until such time that the state agency orders a transcript. The contractor shall understand and agree that the responsibilities of the contractor pursuant to the above, shall survive the termination, cancellation, or expiration of the contract.
  - a. In accordance with RSMo 478.072, the contractor shall store notes as specified by the assigning judge at the time the order of assignment is entered. Such storage may include electronic, magnetic, or mechanical recording devices.
  - b. The contractor shall store all information in a location as described in Exhibit C. All information pertaining to all hearing/depositions shall be stored at such location.
- **1.4 Additional Court Reporting Service Requirements:** The contractor shall provide any of the following services if proposed by the contractor in the contractor's awarded proposal and if required by the state agency.
- 1.4.1 Obtain deposition signatures:
  - a. When formal presentment by the court reporter of the original deposition to the deponent for signature has been waived by the parties,
  - b. When formal presentment is required by the court reporter assigned to the job.
- 1.4.2 Prepare Notices to Take Deposition.
- 1.4.3 Prepare subpoenas, including the typing of the subpoena and proper notarization thereof, and serving subpoenas.
- 1.4.4 Presentment.
- 1.4.5 Jurats.
- 1.4.6 Photocopy exhibits.
- 1.4.7 Provide videotaping services.
- 1.4.8 Provide ASCII diskettes/Compact Disc Recordable (CD-R). The contractor shall not be required to provide an ASCII diskette(s)/CD-R unless the state agency has purchased an original transcript of the hearing/deposition.
- 1.4.9 Transcribe audiotapes of the hearing/deposition. The contractor shall have the right to review each such audiotape prior to accepting the audiotape transcription assignment and shall have the right to reject any such assignment if the quality and/or audibility of an audiotape are deemed unacceptable by the contractor.
- 1.4.10 Key word indexing.
- 1.4.11 Real time reporting.
- 1.4.12 Condensed transcripts (transcripts condensed from 2, 4, or 6 pages to one page).

### 1.5 Additional Requirements:

1.5.1 The contractor shall perform all services to the sole satisfaction of the state agency. The contractor shall understand and agree that the state agency shall be the final judge of the quality of services provided under the contract.

- a. If it is determined by the state agency that any completed material(s) are unacceptable, the contractor shall provide replacement material(s) at no additional cost to the state agency in a time frame determined by the state agency.
- 1.5.2 The contractor must maintain the confidentiality and security of all shorthand notes, records, tapes, transcripts, and correspondence.
- 1.5.3 Unless otherwise specified herein, the contractor must provide all material(s), labor, facilities, equipment, and supplies necessary to perform contractual services, and the contractor must guarantee that all equipment is in sound working order when services are provided. The contractor should utilize equipment that is technologically up-to-date (e.g. computer aided technology), properly maintained, and free from defects.
  - a. In the event that the contractor's equipment causes inaccurate, incomplete, or otherwise unacceptable reporting of the hearing/deposition, the contractor shall correct all unacceptable transcripts as designated by the state agency at the contractor's expense.
- 1.6 Liquidated Damages The contractor shall agree and understand that the provision of the court reporting services in accordance with the requirements stated herein and delivery of the transcripts by the date or within the time frame specified by the state agency is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements or delivery date/time frame, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event that the contractor fails to deliver the complete and acceptable, original and/or copies of the transcript by the date or within the time frame specified by the state agency, the contractor shall be assessed liquidated damages in the amount of \$50.00 for each working day thereafter until the delivery of the complete transcript.
  - b. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
  - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

### 1.7 Invoicing and Payment Requirements:

- 1.7.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
  - a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

### http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <a href="https://www.vendorpay.oa.mo.gov">https://www.vendorpay.oa.mo.gov</a>.
- 1.7.2 The contractor must submit a separate invoice to each state agency for services provided in accordance with the requirements specified herein. Upon completion of such services, including delivery of any transcripts required,

the contractor must submit a detailed invoice that includes (1) the contract number; (2) proper identification of the type of assignment for which the invoice applies (e.g., hearing, appeal number, case number, cause number, deposition, or any other event for which service was provided for a state agency); (3) the court reporter providing services; (4) the date(s) services are provided; and (5) all itemized charges included in the total invoice amount. All charges must be in accordance with the firm, fixed prices stated on the Pricing Page of this document.

- a. Each state agency utilizing the contractor's services shall provide the contractor with their invoicing address.
- 1.7.3 The state agency shall pay the contractor in accordance with the firm, fixed prices stated on the Pricing Page subject to the assessment of any liquidated damages, and in accordance with the following:
  - a. For each page of the original transcript, the contractor shall be paid the applicable firm, fixed total price per page as stated on the Pricing Page.
    - 1) The contractor's price per page for transcripts/copies of hearing/deposition involving highly technical language shall apply only when both the state agency and the contractor agree that highly technical language is involved. The determination of such shall be made prior to the hearing/deposition.
  - b. In the event the state agency requires delivery for transcripts/copies of hearing/deposition prior to ten (10) working days, the contractor shall be paid for earlier delivery at the appropriate total price per page as stated on the Pricing Page. The delivery date shall be defined as the date the state agency recorded receiving the transcript/copies. In the event of a discrepancy, the state agency recorded date shall prevail.
  - c. If the contractor provides services for less than a total of two (2) hours for a scheduled hearing/deposition, the contractor shall be paid the firm, fixed two hour attendance price per hearing/deposition stated on the Pricing Page.
  - d. If the contractor provides services in excess of a total of two hours for a scheduled hearing/deposition, the contractor shall be paid the firm, fixed hourly price stated on the Pricing Page for each hour service is provided, from hour one inclusive to the completion of the hearing/deposition.
    - 1) Except for small break periods, the contractor shall only be paid for time spent providing court reporting services. The contractor shall not be paid for the time allotted for the contractor's lunch break or any other extended breaks.
  - e. In the event a hearing/deposition is canceled or rescheduled and the contractor receives less than four (4) working hours notice of the cancellation/rescheduling and the contractor actually appeared at the scheduled location to provide the scheduled services, the contractor shall be paid the attendance fee stated on the Pricing Page.
- 1.7.4 The contractor shall not receive payment for travel time nor reimbursement for travel expenses incurred while providing services within the contractor's awarded geographic area.
- 1.7.5 In the event the contractor provides court reporting services outside the contractor's awarded geographic area, the contractor shall be paid/reimbursed as follow:
  - a. Travel and Related Expenses The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).
    - 1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
    - 2) The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <a href="http://www.oa.mo.gov/acct/">http://www.oa.mo.gov/acct/</a>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.475 per mile effective 07/01/08.

- 3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <a href="http://www.gsa.gov">http://www.gsa.gov</a>
- b. The contractor shall be paid for the contractor's travel time spent only for the time spent traveling outside the contractor's awarded geographic area. The contractor shall be paid for such time in accordance with the applicable hourly price stated on the Pricing Page.
- 1.7.6 The contractor shall be reimbursed for the actual mail, carrier, or delivery costs to send a transcript to the state agency for purposes of deposition signatures.
  - a. The state agency shall have the option to determine which type of delivery service shall be used by the contractor.
- 1.7.7 If the state agency does not order the transcript at the conclusion of the hearing/deposition but subsequently orders such, the contractor shall invoice and be paid for the transcripts and the contractor's attendance. However, the contractor shall credit the contractor's invoice in the amount of the difference between the hourly price originally invoiced for the Transcript Not Ordered at the Hearing/Deposition and the hourly price for the Transcript Ordered at the Hearing/Deposition, as stated on the Pricing Page.
- 1.7.8 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.7.9 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### 1.8 Other Contractual Requirements:

- 1.8.1 Contract A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
  - a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.8.2 Contract Period The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 1.8.3 Renewal Periods If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
  - a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 1.8.4 Termination The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.8.5 Contractor Liability The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
  - a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.8.6 Insurance The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 1.8.7 Subcontractors Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
  - a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 1.8.8 Substitution of Personnel The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 1.8.9 Authorized Personnel The contractor understands and agrees that by signing the RFP, the contractor certifies the following:
  - a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
  - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 1.8.10 Contractor Status The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 1.8.11 Coordination The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.8.12 Property of State All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.8.13 Confidentiality The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 1.8.14 Participation by Other Organizations The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
  - a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- **1.9 Federal Funds Requirements -** The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- 1.9.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
  - a. Uniform Administrative Requirements A-102 State/Local Governments; 2 CFR 215 Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
  - b. Cost Principles 2CFR 225 State/Local Governments (OMB Circular A-87); A-122 Not-For-Profit Organizations; A-21 Colleges and Universities; 48 CFR 31.2 For-Profit Organizations; 45 CFR 74 Appendix E Hospitals.
- 1.9.2 Steven's Amendment In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
  - a. The percentage of the total costs of the program or project which will be financed with Federal money;
  - b. The dollar amount of Federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

- 1.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.9.9 Non-Discrimination and ADA The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
  - i. Missouri Governor's E.O. #05-30; and
  - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

### 1.10 Business Associate Provisions:

- 1.10.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) The contractor shall agree and understand that some of the state agencies that may utilize the contractor's services are subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of any such state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
  - a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:

- 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
  - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
  - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.
- 6) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
- 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. If a state agency utilizing the contractor's services is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein, the contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of such state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

#### 1.10.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

### 1.10.3 Obligations of the contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with HIPAA and the regulations promulgated thereunder.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524 regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a designated record set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident,

the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures
- k. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

### 1.10.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 1.10.5 Expiration/Termination/Cancellation Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor
  - a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.10.6 Breach of Contract—In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees and understands that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

### **PRICING**

# Alpha Reporting Service, LLC (C309103001) Geographic Area(s): 4 & 5

Reporting Method(s): Stenotype

Professional Designation(s) of Reporters: RPR, CCR, CSR

C/S Code: 91124

	C/S Code: 91124	May 1, 2011 through April 30, 2012
HEARI	NGS – NON TECHNICAL LANGUAGE	,,
001	Original transcript delivered within 24 hours	\$5.60 per page
001	following hearing, per page of original transcript	\$5.60 per page
002	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.10 per page
	original transcript	
003	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.75 per page
	original transcript	
004	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.60 per page
	original transcript	
005	Copy of transcript, per page	\$1.40 per page
DEPOS	ITIONS – NON-TECHNICAL LANGUAGE	
006	Original transcript delivered within 24 hours	\$5.35 per page
	following deposition, per page of original transcript	\$5.35 per page
007	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$4.80 per page
	original transcript	
008	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.25 per page
	original transcript	
009	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.25 per page
	original transcript	
010	Copy of transcript, per page	\$1.35 per page
HEARI	NGS – HIGHLY TECHNICAL LANGUAGE:	
011	Original transcript delivered within 24 hours	\$5.60 man maga
	following hearing, per page of original transcript	\$5.60 per page
012	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.10 per page
	original transcript	
013	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.75 per page
	original transcript	
014	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.60 per page
	original transcript	
015	Copy of transcript, per page	\$1.40 per page
DEPOS	ITIONS – HIGHLY TECHNICAL LANGUAGE:	<u> </u>
016	Original transcript delivered within 24 hours	\$5.60 per page
	following deposition, per page of original transcript	φ3.00 per page

# Alpha Reporting Service, LLC (C309103001) Geographic Area(s): 4 & 5

Reporting Method(s): Stenotype

		May 1, 2011 through April 30, 2012
017	Original transcript delivered between 1 and 2	4 - 1 -
	working days following deposition, per page of original transcript	\$5.10 per page
018	Original transcript delivered between 3 and 4	
010	working days following deposition, per page of	\$4.75 per page
	original transcript	, we per page
019	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.60 per page
	original transcript	
020	Copy of transcript, per page OURS OR LESS ATTENDANCE AT A HEARING/DE	\$1.40 per page
		POSITION:
021	Transcripts ordered at the hearing/deposition;	\$50.00
	total price	<b>\$20.00</b>
022	Transcripts <b>NOT</b> ordered at the hearing/deposition;	\$100.00
MODE	total price	·
	THAN TWO HOURS ATTENDANCE AT A HEARING	5/DEPOSITION:
023	Transcripts ordered at the hearing/deposition;	\$25.00 per hour
024	attendance per hour  Transcripts <b>NOT</b> ordered at the hearing/deposition;	_
024	attendance per hour	\$50.00 per hour
CONTR	ACTOR APPEARED AT A CANCELED/RESCHED	ILED HEARING/DEPOSITION AND
	ACTOR RECEIVED LESS THAN FOUR HOUR NOT	
025		\$50.00
	One-time attendance fee	\$30.00
	L TIME OUTSIDE GEOGRAPHIC AREA:	
026	Travel Time, per hour	\$25.00 per hour
		r
OBTAIN	N DEPOSITION SIGNATURES:	, <u>r</u>
<b>OBTAIN</b> 027	N DEPOSITION SIGNATURES:  Total price per signature with formal presentment,	
	Total price per signature with formal presentment, per deposition	\$0.00 per deposition
	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment,	\$0.00 per deposition
027	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition	
027 028 <b>SUBPO</b> I	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition	\$0.00 per deposition
027 028	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition	\$0.00 per deposition
027 028 <b>SUBPO</b> 030	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:	\$0.00 per deposition \$0.00 per deposition
027 028 <b>SUBPO</b> 030	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:	\$0.00 per deposition \$0.00 per deposition \$5.00
027 028 SUBPOI 030 PRESEN	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared	\$0.00 per deposition \$0.00 per deposition
027 028 SUBPOI 030 PRESEN	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each	\$0.00 per deposition \$0.00 per deposition \$5.00
027 028 SUBPOI 030 PRESEN 033	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each	\$0.00 per deposition \$0.00 per deposition \$5.00
027 028 SUBPOI 030 PRESEN 033 JURAT:	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each  Jurat, per each	\$0.00 per deposition \$0.00 per deposition \$5.00 \$0.00 each
027 028 SUBPOI 030 PRESEN 033 JURAT: 034	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each	\$0.00 per deposition \$0.00 per deposition \$5.00 \$0.00 each
027 028  SUBPOI 030  PRESEN 033  JURAT: 034  PHOTO	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each  Jurat, per each  COPY EXHIBIT:	\$0.00 per deposition \$0.00 per deposition \$5.00 \$0.00 each
027 028  SUBPOI 030  PRESEN 033  JURAT: 034  PHOTO 035 036	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each  Jurat, per each  COPY EXHIBIT:  Photocopy, Black and White Exhibit, per page	\$0.00 per deposition \$0.00 per deposition \$5.00 \$0.00 each \$0.00 each
027 028 SUBPOI 030 PRESEN 033 JURAT: 034 PHOTO 035 036	Total price per signature with formal presentment, per deposition  Total price per signature without formal presentment, per deposition  ENA:  Total per subpoena prepared  NTMENT:  Presentment, per each  Jurat, per each  COPY EXHIBIT:  Photocopy, Black and White Exhibit, per page  Photocopy, Color Exhibit, per page	\$0.00 per deposition \$0.00 per deposition \$5.00 \$0.00 each \$0.00 each

# Alpha Reporting Service, LLC (C309103001) Geographic Area(s): 4 & 5

Reporting Method(s): Stenotype

Professional Designation(s) of Reporters: RPR, CCR, CSR

C/S Code: 91124

May 1, 2011 through April 30, 2012

ı	KEY WORD INDEXING.	. REAL TIME REPORT	ING. AND CONDENSE	D TRANSCRIPTS:
		, MERIE THINE MEDICAL		

044	Key Word Indexing, total price per page	\$0.00
045	Real Time Reporting; display only, per hour	\$100.00
046	Real Time Charges for Connecting to Workstation, per page in addition to transcription order	\$1.25 per page
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$0.00 per page

### Concannon & Jaeger (C309103002) Geographic Area(s): 3

Reporting Method(s): Stenotype, Stenomask

	C/5 Code. 71124	May 1, 2011 through April 30, 2012
HEARI	NGS – NON TECHNICAL LANGUAGE	
001	Original transcript delivered within 24 hours	\$6.25 man maga
001	following hearing, per page of original transcript	\$6.25 per page
002	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.25 per page
	original transcript	
003	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.50 per page
	original transcript	
004	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.60 per page
	original transcript	
005	Copy of transcript, per page	\$1.00 per page
DEPOSI	ITIONS – NON-TECHNICAL LANGUAGE	
006	Original transcript delivered within 24 hours	\$6.25 man maga
	following deposition, per page of original transcript	\$6.25 per page
007	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.25 per page
	original transcript	1 1 0
008	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.50 per page
	original transcript	
009	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.60 per page
	original transcript	
010	Copy of transcript, per page	\$0.00 per page
	NGS – HIGHLY TECHNICAL LANGUAGE:	+ ************************************
011	Original transcript delivered within 24 hours	ФС 25
	following hearing, per page of original transcript	\$6.25 per page
012	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.25 per page
	original transcript	
013	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.50 per page
	original transcript	
014	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.75 per page
	original transcript	
015	Copy of transcript, per page	\$1.00 per page
	TIONS – HIGHLY TECHNICAL LANGUAGE:	
016	Original transcript delivered within 24 hours	\$6.25 per page
	following deposition, per page of original transcript	φο.25 per page
017	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.25 per page
	original transcript	

## Concannon & Jaeger (C309103002) Geographic Area(s): 3

Reporting Method(s): Stenotype, Stenomask

	C/S Code: 91124	
		May 1, 2011 through April 30, 2012
018	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.50 per page
010	original transcript	
019	Original transcript delivered between 5 and 10	\$2.75 par page
	working days following deposition, per page of original transcript	\$3.75 per page
020		\$0.00 per page
TWO H	Copy of transcript, per page OURS OR LESS ATTENDANCE AT A HEARING/DE	POSITION:
021	Transcripts ordered at the hearing/deposition;	
	total price	\$60.00
022	Transcripts <b>NOT</b> ordered at the hearing/deposition;	\$60.00
	total price	·
	THAN TWO HOURS ATTENDANCE AT A HEARING	G/DEPOSITION:
023	Transcripts ordered at the hearing/deposition;	\$30.00 per hour
024	attendance per hour	r
024	Transcripts <b>NOT</b> ordered at the hearing/deposition;	\$50.00 per hour
CONTR	attendance per hour ACTOR APPEARED AT A CANCELED/RESCHEDU	
	ACTOR AFFEARED AT A CANCELED/RESCHEDO ACTOR RECEIVED LESS THAN FOUR HOUR NOT	
025		
	One-time attendance fee	\$75.00
TRAVE	L TIME OUTSIDE GEOGRAPHIC AREA:	
026	Travel Time, per hour	\$30.00 per hour
OBTAIN	N DEPOSITION SIGNATURES:	
027	Total price per signature with formal presentment,	\$50.00 per deposition
	per deposition	\$50.00 per deposition
028	Total price per signature without formal presentment,	\$0.00 per deposition
DDEDAI	per deposition RE NOTICE TO TAKE DEPOSITION:	
029	Prepare Notice to Take Deposition,	
029	per notice prepared	\$15.00 per notice prepared
SUBPO		
030	Total per subpoena prepared	\$15.00
031	Total per subpoena served	\$100.00
032		
	Price per mile for serving subpoena	\$0.50 per mile
	NTMENT:	
033	Presentment, per each	\$50.00 each
JURAT:	<u></u>	
034	Jurat, per each	\$2.00 each
	COPY EXHIBIT:	
035	Photocopy, Black and White Exhibit, per page	\$0.20 per page
036	Photocopy, Color Exhibit, per page	\$0.75 per page
	1	

## Concannon & Jaeger (C309103002) Geographic Area(s): 3

Reporting Method(s): Stenotype, Stenomask

		May 1, 2011 through April 30, 2012
VIDEO	ΓAPING SERVICES:	
037	Videotaping total set-up charge	\$85.00
038	Videotaping services; per hour	\$100.00 per hour
039	Videotaping copy, per dub	\$50.00 per dub
ASCII I	DISKETTES/CD-R:	-
040	Per 3 1/2" double sided diskette, per diskette	\$5.00 per diskette
041	Per CD-R	\$5.00 per CD-R
TRANS	CRIBE AUDIO TAPES:	
042	Hearings/Depositions – Non-Technical Language Original transcript plus one (1) copy, per page	\$3.75 per page
043	Hearings/Depositions – Highly Technical Language Original transcript plus one (1) copy, per page	\$4.00 per page
KEY W	ORD INDEXING, REAL TIME REPORTING, AND CO	ONDENSED TRANSCRIPTS:
044	Key Word Indexing, total price per page	\$3.50 per page
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$2.50 per page

# Cross Reporting Service, Inc. (C309103003) Geographic Area(s): 1

Reporting Method(s): Stenotype

		May 1, 2011 through April 30, 2012
HEARI	NGS – NON TECHNICAL LANGUAGE	
001	Original transcript delivered within 24 hours	\$6.00 per page
001	following hearing, per page of original transcript	\$0.00 per page
002	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.50 per page
	original transcript	
003	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$5.00 per page
	original transcript	
004	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$4.50 per page
	original transcript	
005	Copy of transcript, per page	\$0.25 per page
DEPOSI	TIONS – NON-TECHNICAL LANGUAGE	
006	Original transcript delivered within 24 hours	\$5.00 per page
	following deposition, per page of original transcript	\$5.00 per page
007	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$4.50 per page
	original transcript	
008	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.00 per page
	original transcript	
009	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.50 per page
	original transcript	
010	Copy of transcript, per page	\$0.00 per page
HEARI	NGS – HIGHLY TECHNICAL LANGUAGE:	
011	Original transcript delivered within 24 hours	¢6.00 man maga
	following hearing, per page of original transcript	\$6.00 per page
012	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.50 per page
	original transcript	
013	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$5.00 per page
	original transcript	
014	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$4.50 per page
	original transcript	
015	Copy of transcript, per page	\$0.25 per page
	TIONS – HIGHLY TECHNICAL LANGUAGE:	
016	Original transcript delivered within 24 hours	\$5.25 per page
	following deposition, per page of original transcript	φυ.2υ per page
017	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.00 per page
	original transcript	

#### Cross Reporting Service, Inc. (C309103003) Geographic Area(s): 1 Reporting Method(s): Stenotype Professional Designation(s) of Reporters: RPR, CCR C/S Code: 91124 May 1, 2011 through April 30, 2012 Original transcript delivered between 3 and 4 018 working days following deposition, per page of \$4.25 per page original transcript Original transcript delivered between 5 and 10 019 working days following deposition, per page of \$3.50 per page original transcript 020 Copy of transcript, per page \$0.25 per page TWO HOURS OR LESS ATTENDANCE AT A HEARING/DEPOSITION: Transcripts ordered at the hearing/deposition; 021 \$50.00 total price Transcripts **NOT** ordered at the hearing/deposition; 022 \$75.00 total price MORE THAN TWO HOURS ATTENDANCE AT A HEARING/DEPOSITION: 023 Transcripts ordered at the hearing/deposition; \$15.00 per hour attendance per hour Transcripts **NOT** ordered at the hearing/deposition; 024 \$45.00 per hour attendance per hour CONTRACTOR APPEARED AT A CANCELED/RESCHEDULED HEARING/DEPOSITION AND CONTRACTOR RECEIVED LESS THAN FOUR HOUR NOTICE OF SUCH: 025 One-time attendance fee \$50.00 TRAVEL TIME OUTSIDE GEOGRAPHIC AREA: 026 Travel Time, per hour \$15.00 per hour **OBTAIN DEPOSITION SIGNATURES:** 027 Total price per signature with formal presentment, \$0.00 per deposition per deposition 028 Total price per signature without formal presentment, \$0.00 per deposition per deposition PREPARE NOTICE TO TAKE DEPOSITION: 029 Prepare Notice to Take Deposition, \$10.00 per notice prepared per notice prepared **SUBPOENA:** 030 Total per subpoena prepared \$20.00 031 Total per subpoena served \$75.00 032 Price per mile for serving subpoena \$0.40 per mile PRESENTMENT: 033 Presentment, per each \$0.00 each JURAT: 034 Jurat, per each \$1.00 each PHOTOCOPY EXHIBIT: 035 Photocopy, Black and White Exhibit, per page \$0.25 per page

\$1.00 per page

036

Photocopy, Color Exhibit, per page

# Cross Reporting Service, Inc. (C309103003) Geographic Area(s): 1

Reporting Method(s): Stenotype

		May 1, 2011 through April 30, 2012
VIDEO'	TAPING SERVICES:	
037	Videotaping total set-up charge	\$215.00
038	Videotaping services; per hour	\$60.00 per hour
039	Videotaping copy, per dub	\$35.00 per dub
ASCII I	DISKETTES/CD-R:	
040	Per 3 1/2" double sided diskette, per diskette	\$0.10 per diskette
041	Per CD-R	\$0.10 per CD-R
TRANS	CRIBE AUDIO TAPES:	
KEY W	ORD INDEXING, REAL TIME REPORTING, AND C	ONDENSED TRANSCRIPTS:
044	Key Word Indexing, total price per page	\$0.00 per page
045	Real Time Reporting; display only, per hour	\$20.00
046	Real Time Charges for Connecting to Workstation, per page in addition to transcription order	\$0.00
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$0.00 per page

# JMA Court Reporting LLC (C309103005) Geographic Area(s): 1

Reporting Method(s): Stenotype, Stenomask

		May 1, 2011 through April 30, 2012
HEARIN	NGS – NON TECHNICAL LANGUAGE	
001	Original transcript delivered within 24 hours	\$6.75 per page
001	following hearing, per page of original transcript	\$0.75 per page
002	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$6.00 per page
	original transcript	
003	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$5.25 per page
	original transcript	
004	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$4.50 per page
	original transcript	
005	Copy of transcript, per page	\$1.50 per page
DEPOSI	TIONS – NON-TECHNICAL LANGUAGE	
006	Original transcript delivered within 24 hours	\$5.75 per page
	following deposition, per page of original transcript	\$5.75 per page
007	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.00 per page
	original transcript	
008	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.25 per page
	original transcript	
009	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.50 per page
	original transcript	
010	Copy of transcript, per page	\$1.50 per page
HEARI	NGS – HIGHLY TECHNICAL LANGUAGE:	
011	Original transcript delivered within 24 hours	\$7.25 non nogo
	following hearing, per page of original transcript	\$7.25 per page
012	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$6.50 per page
	original transcript	
013	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$5.75 per page
	original transcript	
014	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$5.00 per page
	original transcript	
015	Copy of transcript, per page	\$1.50 per page
	TIONS – HIGHLY TECHNICAL LANGUAGE:	
016	Original transcript delivered within 24 hours	\$6.75 per page
	following deposition, per page of original transcript	φυ./3 per page
017	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$6.00 per page
	original transcript	

## JMA Court Reporting LLC (C309103005) Geographic Area(s): 1

Reporting Method(s): Stenotype, Stenomask

	C/S Code: 91124	
		May 1, 2011 through April 30, 2012
018	Original transcript delivered between 3 and 4 working days following deposition, per page of original transcript	\$5.25 per page
019	Original transcript delivered between 5 and 10 working days following deposition, per page of original transcript	\$4.50 per page
020	Copy of transcript, per page	\$1.50 per page
	OURS OR LESS ATTENDANCE AT A HEARING/DE	EPOSITION:
021	Transcripts ordered at the hearing/deposition; total price	\$60.00
022	Transcripts <b>NOT</b> ordered at the hearing/deposition; total price	\$100.00
MORE	THAN TWO HOURS ATTENDANCE AT A HEARING	G/DEPOSITION:
023	Transcripts ordered at the hearing/deposition; attendance per hour	\$25.00 per hour
024	Transcripts <b>NOT</b> ordered at the hearing/deposition; attendance per hour	\$50.00 per hour
	ACTOR APPEARED AT A CANCELED/RESCHED	
	AACTOR RECEIVED LESS THAN FOUR HOUR NOT	TICE OF SUCH:
025	One-time attendance fee	\$60.00
	L TIME OUTSIDE GEOGRAPHIC AREA:	
026	Travel Time, per hour	\$25.00 per hour
	N DEPOSITION SIGNATURES:	
027	Total price per signature with formal presentment, per deposition	\$0.00 per deposition
028	Total price per signature without formal presentment, per deposition	\$0.00 per deposition
	RE NOTICE TO TAKE DEPOSITION:	
029	Prepare Notice to Take Deposition, per notice prepared	\$20.00 per notice prepared
SUBPO	ENA:	
030	Total per subpoena prepared	\$20.00
031	Total per subpoena served	\$100.00
032	Price per mile for serving subpoena	\$0.475 per mile
	NTMENT:	
033	Presentment, per each	\$0.00 each
JURAT		1
034	Jurat, per each	\$0.00 each
	OCOPY EXHIBIT:	
035	Photocopy, Black and White Exhibit, per page	\$0.30 per page
036	Photocopy, Color Exhibit, per page	\$1.30 per page

# JMA Court Reporting LLC (C309103005) Geographic Area(s): 1

Reporting Method(s): Stenotype, Stenomask

		May 1, 2011 through April 30, 2012
VIDEO'	TAPING SERVICES:	
037	Videotaping total set-up charge	\$100.00
038	Videotaping services; per hour	\$75.00 per hour
039	Videotaping copy, per dub	\$25.00 per dub
ASCII I	DISKETTES/CD-R:	
040	Per 3 1/2" double sided diskette, per diskette	\$1.00 per diskette
041	Per CD-R	\$5.00 per CD-R
TRANS	CRIBE AUDIO TAPES:	
042	Hearings/Depositions – Non-Technical Language Original transcript plus one (1) copy, per page	\$3.50 per page
043	Hearings/Depositions – Highly Technical Language Original transcript plus one (1) copy, per page	\$4.50 per page
KEY W	ORD INDEXING, REAL TIME REPORTING, AND CO	ONDENSED TRANSCRIPTS:
044	Key Word Indexing, total price per page	\$0.00 per page
045	Real Time Reporting; display only, per hour	\$100.00
046	Real Time Charges for Connecting to Workstation, per page in addition to transcription order	\$2.00
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$1.50 per page

## Midwest Litigation Services (C309103006) Geographic Area(s): ALL

Reporting Method(s): Stenotype, Stenomask

Professional Designation(s) of Reporters: RPR, CCR, CSR, CVR

C/S Code: 91124

		May 1, 2011 through April 30, 2012
HEARI	NGS – NON TECHNICAL LANGUAGE	
001	Original transcript delivered within 24 hours	\$6.50 man maga
001	following hearing, per page of original transcript	\$6.50 per page
002	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.50 per page
	original transcript	
003	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.50 per page
	original transcript	
004	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.50 per page
	original transcript	
005	Copy of transcript, per page	\$1.50 per page
DEPOS	ITIONS – NON-TECHNICAL LANGUAGE	
006	Original transcript delivered within 24 hours	\$6,00 par page
	following deposition, per page of original transcript	\$6.00 per page
007	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.50 per page
	original transcript	
008	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.50 per page
	original transcript	
009	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.50 per page
	original transcript	
010	Copy of transcript, per page	\$1.50 per page
HEARI	NGS – HIGHLY TECHNICAL LANGUAGE:	1 1 2
011	Original transcript delivered within 24 hours	\$7.00 man mage
	following hearing, per page of original transcript	\$7.00 per page
012	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$6.00 per page
	original transcript	
013	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$5.00 per page
	original transcript	
014	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$4.00 per page
	original transcript	
015	Copy of transcript, per page	\$1.50 per page
	ITIONS – HIGHLY TECHNICAL LANGUAGE:	1
016	Original transcript delivered within 24 hours	\$6.75 per page
	following deposition, per page of original transcript	φο.το per page
017	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.75 per page
	original transcript	

## Midwest Litigation Services (C309103006) Geographic Area(s): ALL

Reporting Method(s): Stenotype, Stenomask

	C/S Code: 91124	
		May 1, 2011 through April 30, 2012
018	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.75 per page
010	original transcript	
019	Original transcript delivered between 5 and 10	\$2.75 man maga
	working days following deposition, per page of original transcript	\$3.75 per page
020		\$1.50 per page
TWO H	Copy of transcript, per page OURS OR LESS ATTENDANCE AT A HEARING/DE	POSITION:
021	Transcripts ordered at the hearing/deposition;	
	total price	\$60.00
022	Transcripts <b>NOT</b> ordered at the hearing/deposition;	\$100.00
_	total price	
	THAN TWO HOURS ATTENDANCE AT A HEARING	G/DEPOSITION:
023	Transcripts ordered at the hearing/deposition;	\$30.00 per hour
024	attendance per hour  Transcripts <b>NOT</b> ordered at the hearing/deposition;	*
024	attendance per hour	\$75.00 per hour
CONTR	ACTOR APPEARED AT A CANCELED/RESCHEDU	II ED HEADING/DEPOSITION AND
	ACTOR RECEIVED LESS THAN FOUR HOUR NOT	
025	One-time attendance fee	\$50.00
TRAVE	L TIME OUTSIDE GEOGRAPHIC AREA:	
026	Travel Time, per hour	\$20.00 per hour
OBTAIN	N DEPOSITION SIGNATURES:	
027	Total price per signature with formal presentment,	\$0.10 per deposition
	per deposition	φο.το per deposition
028	Total price per signature without formal presentment, per deposition	\$0.10 per deposition
	RE NOTICE TO TAKE DEPOSITION:	
029	Prepare Notice to Take Deposition,	\$25.00 per notice prepared
CLIDBO	per notice prepared	\$2000 per noute propured
<b>SUBPO</b> 1		
	Total per subpoena prepared	\$25.00
031	Total per subpoena served	\$100.00
032	Price per mile for serving subpoena	\$0.45 per mile
	NTMENT:	
033	Presentment, per each	\$0.10 each
JURAT:		
034	Jurat, per each	\$2.50 each
	COPY EXHIBIT:	
035	Photocopy, Black and White Exhibit, per page	\$0.40 per page
036	Photocopy, Color Exhibit, per page	\$1.50 per page
	<u>'</u>	

## Midwest Litigation Services (C309103006) Geographic Area(s): ALL

Reporting Method(s): Stenotype, Stenomask

Professional Designation(s) of Reporters: RPR, CCR, CSR, CVR

C/S Code: 91124

		May 1, 2011 through April 30, 2012
VIDEO'	TAPING SERVICES:	
037	Videotaping total set-up charge	\$175.00
038	Videotaping services; per hour	\$125.00 per hour
039	Videotaping copy, per dub	\$40.00 per dub
ASCII I	DISKETTES/CD-R:	1
040	Per 3 1/2" double sided diskette, per diskette	\$0.10 per diskette
041	Per CD-R	\$0.10 per CD-R
TRANS	CRIBE AUDIO TAPES:	
042	Hearings/Depositions – Non-Technical Language Original transcript plus one (1) copy, per page	\$4.00 per page
043	Hearings/Depositions – Highly Technical Language Original transcript plus one (1) copy, per page	\$4.50 per page
KEY W	ORD INDEXING, REAL TIME REPORTING, AND CO	ONDENSED TRANSCRIPTS:
044	Key Word Indexing, total price per page	\$0.10 per page
045	Real Time Reporting; display only, per hour	\$100.00
046	Real Time Charges for Connecting to Workstation, per page in addition to transcription order	\$1.25
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$2.50 per page

# Moriarty Reporting & Video, LLC (C309103007) Geographic Area(s): 3

Reporting Method(s): Stenotype

Professional Designation(s) of Reporters: RPR, CCR, CSR, CVR

C/S Code: 91124

	May 1, 2011 through April 30, 2012
NGS – NON TECHNICAL LANGUAGE	
Original transcript delivered within 24 hours	\$5.70 per page
following hearing, per page of original transcript	\$5.70 per page
Original transcript delivered between 1 and 2	
working days following hearing, per page of	\$5.50 per page
original transcript	
Original transcript delivered between 3 and 4	
working days following hearing, per page of	\$4.50 per page
original transcript	
Original transcript delivered between 5 and 10	
working days following hearing, per page of	\$3.50 per page
original transcript	
Copy of transcript, per page	\$1.30 per page
TIONS – NON-TECHNICAL LANGUAGE	
Original transcript delivered within 24 hours	\$6.00 per page
following deposition, per page of original transcript	\$0.00 per page
Original transcript delivered between 1 and 2	
working days following deposition, per page of	\$5.00 per page
original transcript	
Original transcript delivered between 3 and 4	
working days following deposition, per page of	\$4.00 per page
original transcript	
Original transcript delivered between 5 and 10	
	\$3.35 per page
	\$1.30 per page
	1 1 2
	0.50
	\$6.50 per page
	\$5.50 per page
Original transcript delivered between 3 and 4	
	\$4.50 per page
original transcript	
<u> </u>	
	\$3.50 per page
original transcript	
Copy of transcript, per page	\$1.30 per page
TIONS – HIGHLY TECHNICAL LANGUAGE:	·
Original transcript delivered within 24 hours	\$5.50 par paga
following deposition, per page of original transcript	\$5.50 per page
Original transcript delivered between 1 and 2	
working days following deposition, per page of	\$5.00 per page
original transcript	
	following hearing, per page of original transcript Original transcript delivered between 1 and 2 working days following hearing, per page of original transcript delivered between 3 and 4 working days following hearing, per page of original transcript delivered between 5 and 10 working days following hearing, per page of original transcript delivered between 5 and 10 working days following hearing, per page of original transcript, per page  TIONS – NON-TECHNICAL LANGUAGE Original transcript delivered within 24 hours following deposition, per page of original transcript Original transcript delivered between 1 and 2 working days following deposition, per page of original transcript Original transcript delivered between 3 and 4 working days following deposition, per page of original transcript delivered between 5 and 10 working days following deposition, per page of original transcript delivered between 5 and 10 working days following deposition, per page of original transcript delivered within 24 hours following hearing, per page of original transcript Original transcript delivered between 1 and 2 working days following hearing, per page of original transcript delivered between 3 and 4 working days following hearing, per page of original transcript delivered between 3 and 4 working days following hearing, per page of original transcript delivered between 5 and 10 working days following hearing, per page of original transcript delivered between 5 and 10 working days following hearing, per page of original transcript Original transcript delivered between 5 and 10 working days following hearing, per page of original transcript Original transcript delivered between 5 and 10 working days following hearing, per page of original transcript delivered between 5 and 10 working days following hearing, per page of original transcript delivered between 1 and 2 working days following hearing, per page of original transcript delivered within 24 hours

# Moriarty Reporting & Video, LLC (C309103007) Geographic Area(s): 3

Reporting Method(s): Stenotype

	C/S Code: 91124	K, CCK, CSK, CVK
		May 1, 2011 through April 30, 2012
018	Original transcript delivered between 3 and 4	
	working days following deposition, per page of original transcript	\$4.00 per page
019	Original transcript delivered between 5 and 10	
	working days following deposition, per page of original transcript	\$3.35 per page
020 TWO H	Copy of transcript, per page OURS OR LESS ATTENDANCE AT A HEARING/DE	\$1.30 per page
021	Transcripts ordered at the hearing/deposition;	
021	total price	\$90.00
022	Transcripts <b>NOT</b> ordered at the hearing/deposition; total price	\$100.00
MORE '	THAN TWO HOURS ATTENDANCE AT A HEARING	G/DEPOSITION:
023	Transcripts ordered at the hearing/deposition;	\$50.00 per hour
024	attendance per hour	ψ50.00 per nour
024	Transcripts <b>NOT</b> ordered at the hearing/deposition; attendance per hour	\$50.00 per hour
	ACTOR APPEARED AT A CANCELED/RESCHED	
	ACTOR RECEIVED LESS THAN FOUR HOUR NOT	FICE OF SUCH:
025	One-time attendance fee	\$50.00
	L TIME OUTSIDE GEOGRAPHIC AREA:	
026	Travel Time, per hour	\$25.00 per hour
	N DEPOSITION SIGNATURES:	
027	Total price per signature with formal presentment, per deposition	\$0.00 per deposition
028	Total price per signature without formal presentment, per deposition	\$0.00 per deposition
PRESE	NTMENT:	
033	Presentment, per each	\$0.00 each
JURAT:		
034	Jurat, per each	\$0.00 each
	COPY EXHIBIT:	
035	Photocopy, Black and White Exhibit, per page	\$0.48 per page
036	Photocopy, Color Exhibit, per page	\$2.00 per page
	TAPING SERVICES:	
037	Videotaping total set-up charge	\$200.00
038	Videotaping services; per hour	\$100.00 per hour
039	Videotaping copy, per dub	\$50.00 per dub
ASCII I	DISKETTES/CD-R:	
040	Per 3 1/2" double sided diskette, per diskette	\$0.00 per diskette
041	Per CD-R	\$0.00 per CD-R
		<u> </u>

# Moriarty Reporting & Video, LLC (C309103007) Geographic Area(s): 3

Reporting Method(s): Stenotype

		May 1, 2011 through April 30, 2012
TRANS	CRIBE AUDIO TAPES:	
042	Hearings/Depositions – Non-Technical Language Original transcript plus one (1) copy, per page	\$3.75 per page
043	Hearings/Depositions – Highly Technical Language Original transcript plus one (1) copy, per page	\$3.75 per page
KEY W	ORD INDEXING, REAL TIME REPORTING, AND CO	ONDENSED TRANSCRIPTS:
044	Key Word Indexing, total price per page	\$0.00 per page
045	Real Time Reporting; display only, per hour	\$100.00
046	Real Time Charges for Connecting to Workstation, per page in addition to transcription order	\$1.25
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$0.00 per page

# Tiger Court Reporting (TCR) (C309103008) Geographic Area(s): 2

Reporting Method(s): Stenotype, Stenomask

		May 1, 2011 through April 30, 2012
HEARI	NGS – NON TECHNICAL LANGUAGE	
001	Original transcript delivered within 24 hours	\$6.70 per page
001	following hearing, per page of original transcript	\$0.70 per page
002	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.70 per page
	original transcript	
003	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.70 per page
	original transcript	
004	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.50 per page
	original transcript	
005	Copy of transcript, per page	\$1.20 per page
DEPOS	ITIONS – NON-TECHNICAL LANGUAGE	
006	Original transcript delivered within 24 hours	\$5.50 per page
	following deposition, per page of original transcript	\$5.50 per page
007	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$4.50 per page
	original transcript	
800	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.00 per page
	original transcript	
009	Original transcript delivered between 5 and 10	
	working days following deposition, per page of	\$3.35 per page
	original transcript	
010	Copy of transcript, per page	\$1.20 per page
HEARI	NGS – HIGHLY TECHNICAL LANGUAGE:	
011	Original transcript delivered within 24 hours	\$6.75 000000
	following hearing, per page of original transcript	\$6.75 per page
012	Original transcript delivered between 1 and 2	
	working days following hearing, per page of	\$5.75 per page
	original transcript	
013	Original transcript delivered between 3 and 4	
	working days following hearing, per page of	\$4.75 per page
	original transcript	2 2 2
014	Original transcript delivered between 5 and 10	
	working days following hearing, per page of	\$3.75 per page
	original transcript	
015	Copy of transcript, per page	\$1.20 per page
DEPOS	ITIONS – HIGHLY TECHNICAL LANGUAGE:	
016	Original transcript delivered within 24 hours	\$6.40 per page
	following deposition, per page of original transcript	φυ.40 per page
017	Original transcript delivered between 1 and 2	
	working days following deposition, per page of	\$5.40 per page
	original transcript	
V1/	working days following deposition, per page of	\$5.40 per page

# Tiger Court Reporting (TCR) (C309103008) Geographic Area(s): 2

Reporting Method(s): Stenotype, Stenomask

	C/S Code: 91124	
		May 1, 2011 through April 30, 2012
018	Original transcript delivered between 3 and 4	
	working days following deposition, per page of	\$4.40 per page
010	original transcript	
019	Original transcript delivered between 5 and 10 working days following deposition, per page of	\$3.40 per page
	original transcript	\$3.40 per page
020		\$1.20 per page
TWO H	Copy of transcript, per page OURS OR LESS ATTENDANCE AT A HEARING/DE	POSITION:
021	Transcripts ordered at the hearing/deposition;	\$50.00
	total price	\$30.00
022	Transcripts <b>NOT</b> ordered at the hearing/deposition;	\$90.00
	total price	·
	THAN TWO HOURS ATTENDANCE AT A HEARING	G/DEPOSITION:
023	Transcripts ordered at the hearing/deposition;	\$25.00 per hour
024	attendance per hour	*
024	Transcripts <b>NOT</b> ordered at the hearing/deposition; attendance per hour	\$45.00 per hour
CONTD	ACTOR APPEARED AT A CANCELED/RESCHEDU	I ED HEADING/DEDOSITION AND
	ACTOR ATTEAKED AT A CANCELED/RESCHEDO ACTOR RECEIVED LESS THAN FOUR HOUR NOT	
025	One-time attendance fee	\$45.00
TRAVE	L TIME OUTSIDE GEOGRAPHIC AREA:	1
026	Travel Time, per hour	\$25.00 per hour
OBTAIN	DEPOSITION SIGNATURES:	
027	Total price per signature with formal presentment,	\$0.00 per deposition
	per deposition	\$0.00 per deposition
028	Total price per signature without formal presentment,	\$0.00 per deposition
DDEDA	per deposition	torse ber representen
	RE NOTICE TO TAKE DEPOSITION:	1
029	Prepare Notice to Take Deposition, per notice prepared	\$25.00 per notice prepared
SUBPO		
030	I	\$25.00
	Total per subpoena prepared	\$25.00
031	Total per subpoena served	\$90.00
032	Price per mile for serving subpoena	\$0.45 per mile
PRESEN	TMENT:	
033	Presentment, per each	\$0.00 each
JURAT:		
034	Jurat, per each	\$1.00 each
	COPY EXHIBIT:	
035	Photocopy, Black and White Exhibit, per page	\$0.30 per page
036	Photocopy, Color Exhibit, per page	\$1.50 per page

# Tiger Court Reporting (TCR) (C309103008) Geographic Area(s): 2

Reporting Method(s): Stenotype, Stenomask

		May 1, 2011 through April 30, 2012
VIDEO'	TAPING SERVICES:	
037	Videotaping total set-up charge	\$200.00
038	Videotaping services; per hour	\$90.00 per hour
039	Videotaping copy, per dub	\$30.00 per VHS/\$40.00 per DVD
ASCII I	DISKETTES/CD-R:	
040	Per 3 1/2" double sided diskette, per diskette	\$0.10 per diskette
041	Per CD-R	\$0.15 per CD-R
TRANS	CRIBE AUDIO TAPES:	
042	Hearings/Depositions – Non-Technical Language Original transcript plus one (1) copy, per page	\$4.00 per page
043	Hearings/Depositions – Highly Technical Language Original transcript plus one (1) copy, per page	\$4.70 per page
KEY W	ORD INDEXING, REAL TIME REPORTING, AND CO	ONDENSED TRANSCRIPTS:
044	Key Word Indexing, total price per page	\$2.00 per page
045	Real Time Reporting; display only, per hour	\$100.00
046	Real Time Charges for Connecting to Workstation, per page in addition to transcription order	\$1.50
047	Condensed Transcripts (2, 4, or 6 pages on one page); total price per page	\$2.00 per page